

In the Matter of
Joseph P. Merryman

April 12, 1886

Baltimore, Md., *March, 30th*, 1886.

Hon. George William Brown,

Chief Judge of the Supreme Bench of Baltimore City.

Sir :

It is our painful duty, as counsel directed so to do by the Bar Association of Baltimore City, to inform the Supreme Bench that Joseph P. Merryman, one of its Attorneys, has been guilty of conduct justifying and requiring an application to have his name stricken from the roll. The facts upon which this application is founded are as follows :

(1) On September 21st, A.D. 1880, one Charles D. Hiss, the Complainant in a suit then depending in the Circuit Court of this City, signed an agreement in these words : "I agree to employ John Carson and Joseph P. Merryman as solicitors in the above entitled causes, and to pay them (50) fifty per cent. of the amount they may recover in prosecuting my claim against the said Defendants."

After a Decree in favor of the Complainant had been obtained in the cause, Mr. Merryman, in whose custody the paper had remained, erased the words "John Carson and" and substituted "him" and "he" for "them" and "they" therein, this alteration being made without the knowledge or consent of the said Hiss, and when Mr. Merryman could not fail to know that, if Hiss' consent to the change had been asked, it would have been refused.

(2) Immediately after the decision of the same cause in favor of

the said Hiss, Mr. Merryman requested his client to permit him to enter the decree in part either to his own (Mr. Merryman's) use or else to that of a Mr. Ahern when Hiss positively and emphatically refused to do either. Notwithstanding this refusal, Mr. Merryman, having had no further communication with Hiss, on March 13th, 1884, some time after this conversation signed and filed, as Hiss' Solicitor, an order to enter the decree in the cause to his own use to the extent of one half, subject to certain deductions.

The circumstances under which the contract was altered and the order filed are very fully set forth in two opinions filed in the cause by Honorable William A. Fisher before whom both matters were judicially investigated, the one on April 23rd, the other on June 7th, A. D. 1884, to which we beg leave to refer the Supreme Bench, expressing the full concurrence of the Bar Association in his finding that "the act itself" of the alteration "particularly in view of the fact that Mr. Merryman is a lawyer and of the confidential relation of Counsel and Client existing between the parties was necessarily in itself a violation of good faith", and the further conviction of the Association that the entry of the decrees to Mr. Merryman's own use in defiance of the positive refusal of his client to permit it, constituted an equally clear violation of his professional duty.

(3) We enclose herewith a communication addressed on June 6th last past to the then President of the Association by one Charles W. Hamill. The matters referred to in it, were carefully investigated by a sub-committee of the Committee on Grievances of the Association to which it was referred by the President and found to

warrant immediate action by the Association, and no explanation of Mr. Merryman's connection with the case was made to the Committee or the Association, which was satisfactory to either. We are, therefore, instructed by the Association to submit the further charges, (A) that Mr. Merryman for the purpose of collecting a bill of exchange ~~note~~, whereof he had reason to know that the consideration was contra bonos mores, brought suit thereon in the name of the said Charles W. Hamill, who had, to his knowledge, paid no value for the same ; and (B) that he did so without the knowledge or authority of the person whose name was so used.

We deem proper, in conclusion, to explain the long interval of time which has elapsed between the acts which form the basis of these charges and this formal presentation of them.

The conduct of Mr. Merryman in connection with the case of Hiss vs. Hiss et al. was investigated by the then Committee on Grievances of the Association soon after it occurred, but no report was then made because Mr. Merryman having taken appeals from the orders of Judge Fisher, based upon his above mentioned finding of facts, it was considered but just to him and respectful to the Court of Appeals to await its decision thereon. For various causes sufficiently appearing upon the face of the papers on file in the said cause, this was delayed until January 13th last past, when the Order of the Court of Appeals dismissing these appeals because of Mr. Merryman's failure to transmit the record within the time limited by its rules was received by and filed in the Circuit Court. In the meantime the report of the Committee on Grievances in relation to the case of Hamill vs. Presstman had been

discussed at two special meetings held on the 16th and 23rd days of September respectively, and re-committed to that Committee to be reported back after the determination of the same appeals. At the first stated meeting of the Association thereafter, on March 1st, the Committee reported as to both matters, and the Association directed the Executive Committee to institute proper proceedings to have the name of Joseph P. Merryman stricken from the roll of Attorneys of the Supreme Bench of this City.

The action of the Executive Committee in pursuance of this resolution appears from two letters from its Secretary herewith enclosed.

We therefore, respectfully ask that a rule be laid, requiring Joseph P. Merryman to show cause within such time as to the Supreme Bench may seem proper, why his name should not be stricken from the roll of Attorneys,

and remain,

very respectfully,

Charles Marshall
Charles J. Bonaparte.

Counsel for the Bar Association of Baltimore City

Herrymann

Filed April 12th 1886

by him
made, to disguise or deny it.

The order to enter the decree to the extent
of one half to the
use of Merryman, directed that all costs
other than those incurred by the trustee, were to
be charged to the one half entered to the use
of Merryman, and this order was signed
both by Jos P. Merryman & Jas A Buchanan
as Sol^s for Chas D Hiss the Complainant.

No claim was set up ^{in the case} by Ahern to
the share of Carson to which ^{Ahern had subsequently become} ~~he~~ entitled
^{by the compromise thereof to him by Hiss,}
amounting to one fourth of the decree, but
^{it appears that} he looked to Merryman for that amount
thus leaving to Hiss the share ^(that is one half of the whole) to which
he was ~~really~~ entitled.

It would thus seem that improper
as the course pursued by W Merryman
was, his intent was to carry out the
agreement substantially as it was
^{finally} made and not to defraud W^r
Hiss of his rightful share.

The Court is of opinion that
the third charge which refers to
the case of Hamill, is not sus-
tained by the testimony.

The judgment of the Court is
that the Chief Judge shall in open
Court pronounce a censure on
Joseph P Merryman for his alteration

of the written agreement ~~cancellation~~
~~reference~~ ^{red} ~~the~~ ~~is~~ ~~made~~ ~~itself~~ ~~to~~ ~~warrant~~
the ~~decrease~~ ~~in~~ ~~the~~ ~~rate~~ ~~on~~ ~~the~~ ~~case,~~ ~~etc~~
~~the~~ ~~acts~~ ~~of~~ ~~each~~ ~~of~~ ~~the~~ ~~parties,~~ ~~and~~
that he shall pay the costs of
this proceeding.

Geo. Wm. Brown


William A. Stewart

Carroll Duff
P.S.M.

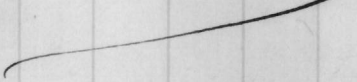
C. E. May

In re

Joseph P. Merriam



Opinion & order
of the Court



May 6, 1886

J.R.B. No. 257

Fol 1. De

112

1865

To the Clerk of the Circuit Court of Baltimore City
Mr. Robertson,

Please send the original papers
in the case of

Hoifs vs. Hoifs et al.
which are needed in the matter of
Joseph P. Merryman
before the Supreme Bench of Baltimore City

Edw M Brown

Charles Marshall,
Charles J. Bonaparte,

Counsel for Bar Association.

1886
Supreme Bench
Harris Harris

Receipt for Papers
from Circuit Ct

In the matter of
the application
for the disbarring
of Joseph P. Moveryman

} Supreme
Bench of
Baltimore
City =

To the Honorable, the
Judges of the Supreme Bench of Bal-
timore City:

Joseph P. Moveryman upon whom
a rule has been laid by the Su-
preme Bench of Baltimore City to
show cause, on or before the 26th inst,
why he should his name should
not be stricken from the roll of at-
torneys, while not admitting the
jurisdiction or authority of Your
Honors to entertain or pass upon
the question as to whether his name
shall or shall not be stricken from
~~the roll of attorneys but, on the con-~~
trary denying the same. Neverthe-
less for answer to the application
asking Your Honors to lay said
rule says:

First

He has been informed, believes &
therefore avers, that said applica-
tion, although said ^{it} application pur-

ports to be the application of the Bar Association of Baltimore City is really the application of only thirteen, of the members of that body - which he is informed consists of more than one hundred and twenty members - and not only does not express the wishes or deliberate judgment of said Association but is in direct opposition to both the opinion and desire of a large number, and he believes, by far the largest number of its members; that at the meeting of said Association ~~was~~ at which said application was directed to be made only sixteen members were present including the temporary president & only thirteen voted the others declining to vote ~~was~~, because the report of the Committee on Grievances was not accompanied by the testimony on which it was based they were therefore not able to act intelligently in the matter. This much he deems it proper to say both in justice to himself and to those members of the Bar Association who are in no wise responsible for the institution or prosecu-

tion of these proceedings.

Second As to his action in the case of Hiss vs. Hiss, this Respondent says that he is at a loss to understand how if the Bar Association or any of its members had honestly and dispassionately investigated all the facts connected with that case anything deserving of censure and especially any wrong of sufficient weight to give ground for such a grave accusation as the one now made against him would even have suggested itself. He does not deny nor has he ever attempted to deny that he made the alterations in the paper referred to in the application filed by Messrs. Marshall & Bonaparte. Those alterations were not made secretly but openly in his own office in the presence of Mr. James A. Buchanan then acting as attorney for Mr. Hiss. and no one ever suggested or thought that there was any corrupt intent in making them until Mr. J. Wilson ^{then attorney for Hiss} leaking after having practically admitted by his exceptions to the Auditors Account allowing fifty per cent to this Respondent that they were

made in good faith, discovered that, in order to deprive your Respondent of his well-earned compensation, it would be necessary to state that they were fraudulently made. filed an additional exception after his other exceptions had been argued & submitted, alleging a fraudulent alteration by your Respondent for his gain. Even if it there was a shadow of suspicion in the whole case that said alterations were fraudulent alterations of an existing contract which there is not. certainly, there is nothing to show that he either gained or attempted to gain anything by them. The proof in the record is all the other way and shows the entire good faith of your Respondent throughout. In order to avoid making this his answer of too great length your Respondent begs leave here to refer your Honors to and to incorporate herein as a part of this his answer, the printed record in the case of ~~Murrayman v. Hiss~~ filed the Court of Appeals, March 27th 1885, and also a copy of the brief of his counsel in said case which sets forth his whole case. and especially the circum-

stances under which said alterations were made very carefully and fully. This Respondent further shows that at the time said alterations were made - the paper on which they were made, in no sense represented any existing contract between anybody. Long before that it had, by consent of all parties been altered. Mr. Pearson had withdrawn from it and Mr. Ather had taken his place so far as he could. His name could not be inserted in the contract because it provided for the rendition of legal services which, not being a lawyer, he could not personally render. His testimony and petition show that at the time those alterations were made the real contract between the then parties to it was correctly expressed after the alterations were made & could have been correctly expressed in no other way.

~~Besides it is respectfully suggested that his whole action in connection with said alterations was before Judge Fisher and it is difficult to understand how your Honor's can grant the prayer of the application now before you without~~

at the same time, passing a vote of
censure upon Judge Fisher for failing to
perform his duty. If the action of your
Respondent was so reprehensible as to
make him a fit subject for the pres-
ent cruel prosecution then it was
clearly Judge Fisher's duty to have at once
brought the matter to the attention of
the Supreme Bench so that your
respondent should have, at once, why he
should not be disbarred.

Another part of the charge which is
deemed sufficiently serious to expose
your respondent to the disgrace of this
investigation is that he signed an
order directing the Auditor to audit fifty
per cent of the proceeds of the sale
to himself and from the manner in
which this charge is made it seems to
be assumed that this order ^{was signed} for the ex-
press purpose of enabling this Respon-
dent to cheat his client, whereas if the
gentlemen investigating had really
investigated it, they would have
found that in the very Auditor's ac-
count with reference to the stating
of which, this order was given, Mr.
Ship was allowed without objection

from anybody every cent to which he was entitled under the original contract of employment and there was not and never would have been any difficulty about his getting it. if Mr. Leaven had not filed exceptions to the allowance to this Respondent. This Respondent says further that the application filed in this proceeding, possibly for the purpose of unjustly prejudicing the case of your respondent deliberately suppresses the fact that this order was signed by Mr. James A. Buchanan, as counsel for Mr. Stips, and inasmuch as Mr. Buchanan was thoroughly familiar with the facts of the case, it is difficult to see why he is not as fit a subject for the animadversions of the Bar Association as your Petitioner. As to the dismissal of his appeal by the Court of Appeals this respondent says that there are now on file in the Court of Appeals affidavits from James R. Brewer - Clerk
McNally, re-
cording clerk, Murphy
messenger and your petitioner show that the failure to get the record in the case to the Court of Appeals in time

was not the fault of your Respondent. He was very anxious to have the case heard, on its merits, by the Court of Appeals, his counsel was at Annapolis two days ready and expecting to argue it and, after it was dismissed used every effort to have it re-instated and he feels sure that had it not been for the action of Mr. Leakin in availing himself of technical means to prevent a hearing. The Court of Appeals would instead of regarding him as a proper subject for disbarment, would have reversed the lower court and allowed him his fee. It is certainly strange that if your Respondent's action had been so reprehensible as to give cause to this investigation that counsel for him should so persistently have availed himself of every opportunity to prevent the case from being heard, and it is equally strange that his moral turpitude did not appear until so late a day.

Third - As to the charge made against him based upon a letter written by Mr. Charles W. Hamill to Col. Marshall, dated June 6th 1885. This Respondent says

says that the statement contained in said letter to the effect that the suit therein referred to was brought without the knowledge of said Hamill is absolutely false and without foundation in fact. On the contrary your Respondent avers that it was brought after consultation with said Hamill, after all the circumstances of the case had been fully explained to him and with his full knowledge and consent. It was a matter in which this Respondent was in no wise interested and his sole object in applying to Mr. Hamill to allow him to use his name as plaintiff was to save a gentleman from appearing as Defendant in a case where a "whore" as she is elegantly called by Mr. Hamill in his letter was plaintiff; personally his interest in the case was the same whether the suit was brought in the woman's name or Hamill's; there was no danger to Mr. Hamill's reputation or domestic happiness at the time as there was no reason why the woman's name should appear in the case at all and it, in fact, never would have so appeared but for the subsequent insolvency of Mr. Hamill when it became necessary to enter it to the use of the real party in interest to prevent it from

from being regarded as part of Mr. Hamill's
assets; there was no reason why Mr. Hamill
should not have allowed the use of his
name if applied to - as he was - as there
was then no suspicion of Mr. Hamill's in-
solvency and consequent necessity for en-
tering to the use. It was not contempla-
ted by anybody at the time that there
ever would be any such necessity, nor was
there ~~was there~~ ~~any~~ suspicion that the
making or granting the request would
or could, in any way, interfere with the
equanimity or domestic peace of Mr.
Hamill. His relations with your re-
spondent were not only those of a client
but were very intimate and, under
the circumstances - even if your Re-
spondent had, as stated by Mr. Hamill
in his letter - brought the suit in his name
without his knowledge, he respectfully
~~only~~ submits that he would not have
committed a wrong so grievous as to
subject him to the pains and penalties
of disbarment. The facts of the case really
are that Mrs. Weeks or Mrs. Hutchins, what-
ever her name may be - had given the
check or note on which the suit in ques-
tion was brought to Mr. Allen E. Forrester

a member of the Baltimore Bar, to collect & pay himself thereout, the sum of one hundred ^{dollars} due to him by her for professional services; Mr. Forrester being interested in it did not care to bring the suit himself and ^{asked your respondent} ~~asked your Respondent~~ to bring it and asked your Respondent if he had any friend who would permit his name to be used as plaintiff in the suit: thereupon your respondent, in view of the then pleasant and intimate relations existing between him and the said Hamill, told the said Forrester that he thought Hamill would; whereupon he and the said Forrester went to Hamill's store and asked if he would permit his name to be so used and he replied that he had no objection. That is the entire case: There was no suspicion of injury to Mr. Hamill and no intention to wrong him; and his letter, which has produced such serious results to your respondent is simply the result of bad temper resulting from the subsequent breach of the then very friendly relations existing between him & your respondent. It is the outcome of a desire wantonly to injure your Respondent &

bring unhappiness to his home rather
than from any wish to purify the bar,
~~and your respondent cannot refrain~~
~~from suggesting that if the Bar's~~
~~association is thus to be used as an~~
~~avenue for gratifying private malice~~
~~the sooner it is abolished the better for~~
~~the community.~~ The extent of the careful
investigation the "sub-committee of the
committee on grievances" gave to the
subject matter of the charges contained
in Mr. Hamill's letter this Respondent
does not know but he regards it as
strange that in their earnest ef-
forts to get at the truth they applied
neither to him nor Mr. Forrester so
far as he can see their careful inves-
tigation seems to have consisted in
getting Mr. Hamill to repeat his
libellous charges and then formu-
lating them. Your Respondent ~~now~~
~~asks to have the charges dismissed~~ fur-
ther says that when Mr. Forrester asked
him to bring suit on the check in ques-
tion, having learned from him the
character of the woman by whom it
had been given to him to bring suit
on, he inquired of said Forrester what

was the consideration for which it was given and was informed that it was for money loaned & goods bought & in no sense for an immoral consideration or one contra bonos mores. He further says that he saw that the check was, at the time, overdue and consequently that the maker could avail himself of any defence in a suit on it by Mr. Hamill which he could in a suit by the original holder.

Samuel S. Sweeney
Henry L. Leonard
Attys: for Respondt.

In the matter of
Joseph P. Merryman.

Mr. Clerk:

Please file
this Answer:

Sam Anshus

H. C. Kennan
Atty. for Resp.

Filed April 24th 1886



In the matter of
Joseph P. Merryman }
John
Supreme Bench
of Baltimore City

Her clerk,

Please issue summons for
Charles D. Wise 148 E. Lombard St,
J. Wilson Leakin, 44 St. Charles St,
Edward Israel, 68 W. Fayette St,
John E. Tommes, 29 St Paul St,
W. S. Gephart, 6 Courtland St
Sam'l Snowden Lexington & Charles Sts
George R. Dreftman 496 Madison Ave
Charles W. Hamill 138 E. Townsend St
to testify for Prosecution,
Returnable April 28, 1886 at
10 O'clk A. M.

Charles Marshall
C. J. Bonaparte
Atty for Prosecution

Issued

Bar Association

vs

Joe P. Merryman

Filed April 27th 1886

Baltimore June 6th 1885

Charles Marshall Esq.
Pres't of the Bar Ass'n.

Dear sir:

I respectfully call your attention to the following grievance.

Upon last Saturday (May 31st) my attention was called to the report of Court proceedings in the Sun paper of that day -

Superior Court.

"Charles W. Hamill vs Elizabeth Weeks vs. George F. Prestman
Nol Pros on call."

Upon an examination of the papers in the case, I found that Jos P. Merryman was the atty. I then saw Mr. Prestman, informed him that I was not a party to the suit and had no knowledge of it. I also asked him who was this Mrs Weeks. He said that Mrs Weeks was a "whore" living on North St. That he was in the house of Jesse Hutchins that he gave ~~her~~ a check for \$275.~~00~~. afterwards believing

that he had been imposed upon
he caused the payment of it to be
stopped and refused to pay it or
any part of it. preferring the scan-
dal of a trial rather than submit
to such an imposition.

I have since learned that Mrs
Weeks and Jesse Butchins ~~are~~ are
one and the same person.

Now I charge Jos. P. Merriman
with having made use of my name
without my knowledge or consent
to attempt to collect a whore's
debt. Further: he expected to
frighten Mr. Preetman into paying
the debt by ^{so} using my name,
representing that the check had
passed into my possession &c.

Further. That I have a wife and
six children. that I never visited
such houses and I do not know
this woman.

Yours truly
Chas. McNeill

Exhibit A. -

Filed April 12th 1886

In the matter of } Supreme Bench
Joseph P. Merryman } of
Baltimore City =

Mr. McIntock:

Please issue summons for Edw. Otis Hinkley, John N. Steele, Allen E. Forrester and John Atherly (No. 231 N. Calvert St. to testify for Merryman and the writs returnable on Wednesday April 28th 1886. at 10 A. M.

Saml. Snowden &
Henry C. Kennard
Attys. for Merryman =

Issued
In the matter of
Jos. P. Merryman

Filed 27th April 1886

JOSEPH P. MERRYMAN,
CLAIMANT,

vs.

CHARLES D. HISS.

JOSEPH P. MERRYMAN

vs.

CHARLES D. HISS AND
JOHN AHERN.

IN THE

Court of Appeals of Maryland.

OCTOBER TERM, 1885.

GENERAL DOCKET, Nos. 19, 20

—o—

SUPPLEMENTAL BRIEF FOR APPELLANT.

It may be further proper to suggest that under the contract of employment of Carson and Merryman, their relation was that of partners, with the resultant agency and right of survivorship arising from that relation. That such being the case the alteration of the contract was altogether immaterial, as it was the right of Mr. Merryman, as surviving partner, to collect the one-half and to distribute the portion to which Mr. Carson's estate might be entitled, under the contract, either to his representatives or assigns. This is all he could possibly do, or ever attempted to do, under the altered contract; so that his legal rights, as well as the position of Mr. Hiss, were precisely the same after as before the alteration, and the alteration was altogether immaterial. The contract (page 29) reads as follows: "I agree to employ John Carson

and Joseph P. Merryman, as solicitors in the above-entitled causes, and to pay them fifty per cent. of the amount they may recover in prosecuting my claim against the said defendants."

CHARLES D. HISS.

September 20, 1880.

As between them and Hiss, this was a simple contract of employment; but as between themselves it was an agreement for mutual labor, mutual responsibility (page 12, ans. 6th) and mutual compensation. They were to share in the profits or losses of the undertaking. Suppose that one had done all or nearly all the work and the other none or scarcely any, could Mr. Hiss, in the event of success, have refused to pay the whole of the contract price on the ground that only one had done the work? Is it not clear that he would have had to pay all? And the question of what either of them would receive was a matter entirely between them, to be determined by their partnership interests in the profits of the undertaking. If they did not succeed, both lost; if they did, both gained—their respective shares of the gain to be determined by the relation between them entirely outside of Mr. Hiss. If Mr. Hiss had paid the whole of the fifty per cent. to either one of them, he would have been entirely relieved from all obligation to the other, as the contract did not prescribe any particular part to be paid to either. Upon a suit against him by either for the whole, he could not have set up as a defence that he was only entitled to a part. If this be so, the death of one of the parties not only did not destroy the right of the other to receive the whole from Hiss, but made him, as surviving partner, the only person legally entitled to receive it. Nor, it is respectfully suggested, could Merryman's rights in that regard be in any way altered by the receipt (page 24) signed by John Carson, Jr. Mr. Carson had no legal right, as between him and Merryman, to execute such a release or receipt to Hiss, so as to enable Hiss

to get the benefit of Merryman's services for less than the contract called for, and, at the same time, to put upon him the entire burden and responsibility of performing the contract. Nothing could be done without Merryman's assent to vary either his or Carson's relations to and rights under the contract, and this was subsequently recognized by Hiss when Ahern was substituted in Carson's place with Merryman's assent. (Pages 26, 44, 46.)

HENRY C. KENNARD,
Attorney for Appellee.

1886

Bar Association
vs
Joseph P. Merriman

Filed April 28th 1886

Supreme Bench
In the ~~Superior Court~~ of Baltimore City,
In the ~~Superior Court room~~

January Term, 1886

summon Charles R. His 142 E Lombard St

D J. Nelson Leask 44 S. Charles St

Edward Israel 63 W. Fayette St

D John C. Sumner 29 St Paul St

D W. S. Gephart 6 Courtland St

D Saml. Snowden Lexington & Charles Sts

B Geo. R. Pressman 54 496 Madison Ave S.W.

D Cha. W. Hamill 138 E Townsend St S.W.

to testify for Bar Association agt Jos. P. Merryman
returnable on the 28 day of April 1886

TO THE SHERIFF OF BALTIMORE CITY.

Marshall
Bonaparte

Just Bond Clerk
Counsel.

Edward Otis Winkley

Geo W. Steele

Allen E. Forrester

John Ahern

Chas D. Hoise

J. Wilson Leakin

Edward Israel

Geo E. Hemma

W. D. Gephart

Sam Brown

Geo R. Preston

Chas. W. Hamill

\$ 4.80

Supreme Bench in Superior Court Room
In the Superior Court of Baltimore City.

General

Term, 1886

SUMMON Edward Otis Hinkley ^{Sd} John N. Steele ^{Sd} sw.
Allen E. Forrester ^{SP} and John Ahern ^{SP} No. 231 N. Calvert St,

to testify for *Merryman*
returnable the 28th day of April 1886, at 10 o'clock, A. M.

To the Sheriff of Baltimore City.

Kennard

Attorney.

James Bond Clerk.

Issued 27th day of April 1886.

Documenting

Balt: March 6/86

Dear Sir;

As Secretary of
the Executive Committee
of the Bar Association of
Baltimore City I have
been instructed to inform
you that at a meeting of
the said Committee, which
was held this day, it was
"Resolved that the Commit-
tee select as the Coun-
cil to represent the
Bar Association (under
Art. 13 of the Constitution)
in the conduct of pro-
ceedings against Joseph
P. Merryman, a member
of the Bar, directed to
be taken at a meeting
of the Association held
on the 1st of March
instant, the following
members of the Asso-
ciation, viz:
Charles Marshall Esq.
Charles J. Bonaparte Esq."

- and that the Committee
fixed the fee to be paid
to you & to Mr. Bonaparte
at \$50. Each.

Yours truly,

Arthur Geo. Brown.

Secretary of the
Executive Committee
of the Bar Association
of Baltimore City.

To
Charles Marshall Esq.
Counsellor at Law
Baltimore

Feb April 12" 1886

In re Joseph T Merryman
The papers from the Bar
Association of Baltimore City in the
matter of Joseph T. Merryman Esqr
having been laid before the Supreme
Bench of Baltimore City by Charles
Marshall Md Charles J Bonaparte
Esqr's Counsel of said Association. it is
on this 10 day of April 1886.
Ordered by said Supreme Bench that
said papers be filed with the Clerk of this
Bench Md that said Merryman show
cause on or before the 26 day of April
inst. why his name should not be struck
from the roll of Attorneys of this Bench
Provided a copy of this order be served on said
Merryman on or before the 17 day of April ¹⁸⁸⁶ by the
Sheriff of Baltimore City
Edw Wm Brown
Clerk
William A. Stewart
Esqr Dm 884

7 Copy of the within order of Comt Serveson Joseph
P. Merryman on the 12th. day of April 1886.

Henry G. Hedderman
Sherriff

In re

Joseph T. Merryman

order to

Show Cause

Balt. March 6/86

Dear Sir,

As Secretary of

the Executive Committee
of the Bar Association of
Baltimore City, I have
been instructed to in-
form you that at a
meeting of the said Com-
mittee, which was held
this day, it was

"Resolved that the Com-
mittee select as the
Counsel to represent the
Bar Association (under
Art. 13 of the Constitution)
in the conduct of pro-
ceedings against Joseph
P. Merryman, a member
of the Bar, directed
to be taken at a meet-
ing of the Association
held on the 1st of March
instant, the following
members of the Association
viz:
Charles Marshall Esq.
Charles J. Bonaparte Esq."

- and that the Committee
fixed the fee to be paid
to you & to Mr. Mar-
shall at \$50. Each.

Yours truly
Arthur Geo. Brown.

Secretary of the
Executive Committee
of the Bar As-
sociation of Balti-
more City.

To
Charles J. Bonaparte Esq.
Counsellor at Law
Baltimore.

Ad April 12th 1886

In the Supreme Bench of
Baltimore City

In re

Joseph P. Merryman

On the information of the Bar
Association of Baltimore City, this Bench
passed an order on the 10th of April 1886
requiring Joseph P. Merryman to show
cause why his name should not be struck
from the roll of attorneys at law of this
Court

At the trial, the Court has had the bene-
fit, which in such a case is of great im-
portance, of full and able arguments on
the part of counsel on both sides of the seat.

The charges against Mr. Merryman
are in brief as follows:

1st That one Charles D Kip having in a
written agreement signed by him, retained
Mr. Merryman as one of his attorneys in
a suit in the Circuit Court of this City
in which Mr Kip was plaintiff; Mr.
Merryman ~~was plaintiff~~ without the
knowledge ~~and contrary to the intention~~
of Mr. Kip, made a substantial alteration of
said agreement whereby the said Merry-
man secured to himself a larger ^{amount} ~~sum~~

~~persecutions~~ than he was entitled to claim.

2nd That after the decision of the
cause in favor of W. Hips and after the
property in dispute had been sold and
the money brought into Court, W. Merry-
man contrary to the instructions of Mr.
Hips, ordered the decree in the case to be
entered to his own use for such increased
^{amount}
~~compensation~~.

3rd That in another case pending in
the Superior Court of Baltimore City, Mr.
Merryman for the purpose of collecting a
bill of exchange, the consideration of which
he had reason to know was contra bonos
mores, brought suit in the name of a
Certain Charles W. Hamill who had paid
no value therefor, and that this was done
without the knowledge or authority of Mr.
Hamill.

We shall first consider the charges
1 & 2.

The contention of Mr. Merryman
in defense, is that although he altered
the agreement in the manner stated,
yet he did so under the following circum-
stances; viz, that ~~such~~ ^{the} agreement was
originally for the payment of a com-
pensation to Mr. Carson and Mr. Merry-

The agreement was in these words: "I agree to employ John Carson and Joseph J. Merryman as solicitors in the
above entitled cause and to pay them fifty per cent. of the amount they may receive in prosecuting my claim against the
defendants, Mr. Merryman and Mr. Carson and to be paid to them and they" for them and they

man jointly as attorneys in said case, that Mr Carson subsequently fell into bad health and shortly before his death, retired from the case, and that a certain John Ahern was, by agreement of all parties, put in the place of said Carson and that Mr Ahern who was not a lawyer, agreed to employ, and did employ, another member of the bar, Mr James A Buchanan to assist Mr Merryman in the prosecution of the case, and that the alteration of the agreement and also the order ^{given} by Merryman to assign one half of the decree to himself, were for the purpose of carrying out in good faith the intention ^{on, of putting Ahern in the place of Carson,} as thus agreed, and that the assignment was ~~so~~ made with the consent of Ahern.

Judge Fisher who presided on the Circuit Court, held that the material alteration of the contract rendered it void by virtue of a well established rule of law founded on public policy and that it also worked a forfeiture of all right on the part of Merryman to any compensation for his services in the case, and further that in view of the confidential relation existing between Attorney & Client, the alteration of the agreement was itself a violation of good faith towards Mr Ship.

We entirely concur with Judge Fesher that

the alteration of the agreement was undoubtedly a gross violation of propriety and of professional duty ^{on the part of Mr. Merryman,} and it has been deservedly punished by the forfeiture of all compensation due for ^{his} professional services, and we do not overlook the fact that the order which Mr. Merryman gave to assign one half the decree to his use, was also a ^{great impropriety.} ~~gross violation of propriety and of professional duty~~ and naturally excited the suspicion of a fraudulent intent.

But this proceeding is a motion to disturb the defendant and is in the nature of a criminal prosecution and should not prevail unless the proof is clear and satisfactory.

^{the case was gained in} After a violent quarrel arose between Mr. Merryman and Mr. Hiss as to the manner in which Mr. Merryman's claim ^{for his compensation} should be secured, Mr. Merryman claiming that one half the decree should be assigned to him and Mr. Hiss ^{refusing} ~~not being~~ ~~willing~~ to permit this, or to enter into any other agreement with him. All intercourse between them ceased and ~~there was~~ a mutual distrust arose instead.

The alteration was made under a claim of right, ^{on the part of Mr. Merryman} and no attempt was

Mr. Joseph P. Merryman

The Supreme Bench of Baltimore City has acquitted you of any fraudulent purpose in the alteration made by you in the written agreement as set forth in the opinion which has just been read, but it ^{has} decided also that the alteration was unwarranted and improper, and it has ^{therefore} ~~decided~~ ^{therefore} ~~imposed~~ ^{imposed} on me ^{the performance of} a painful duty.

The court felt that ^{not only} a proper regard for its own self-respect, but the duty it owes to the useful and honorable profession of which you are a member, and still more the interest which the whole community has in maintaining inviolate written documents which are the only safe muniments of the rights of property, require ^{a censure} ~~an expression of disapproval~~ to be pronounced ^{in open court} on your conduct in ^{having thus unlawfully and unjustifiably} ~~altering~~ ^{altering} a written agreement.

This censure, as the organ of the Court, I now pronounce.

Edw. M. Brown

In re

Jos. P. Merryman

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filed: May 6th

Filed 6th day of May 1886